

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM381714

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Asset Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Warren Chambers AKA Elements Personal Care		11/23/2011	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBU/Elements, Inc.		
<b>Street Address:</b>	900 Rutter Ave		
<b>City:</b>	Forty Fort		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18704		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3733672	AFTER THE GAME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	215-569-5767		
<b>Email:</b>	perry@blankrome.com		
<b>Correspondent Name:</b>	David M. Perry		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>NAME OF SUBMITTER:</b>	David M. Perry		
<b>SIGNATURE:</b>	/David M. Perry/		
<b>DATE SIGNED:</b>	04/25/2016		
<b>Total Attachments: 10</b>			
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## ASSET PURCHASE AGREEMENT

This AGREEMENT dated 23 November 2011 is between Elements Personal Care, Inc., a Pennsylvania corporation (the "Seller"), UBU/Elements, Inc. a Pennsylvania corporation (the "Purchaser"). In consideration of the mutual covenants herein, and intending to be legally bound hereby, the parties agree as follows:

### SECTION 1. PURCHASE OF THE SELLER'S ASSETS BY THE PURCHASER

1.1 Agreement to Sell. At the Closing (hereinafter defined), the Seller shall sell, grant, convey, transfer, assign and deliver to the Purchaser, upon the terms and subject to the conditions of this Agreement, free and clear of all liens, encumbrances and charges, all of the following:

- (a) All usable and saleable inventory owned by the Seller on the Closing Date (hereinafter defined);
- (b) All furniture, fixtures, machinery and equipment owned by the Seller on the Closing Date, including without limitation those items specifically listed on Exhibit A attached hereto and incorporated herein (the "Fixed Assets"); and
- (c) All intellectual property registered or used by the Seller or its principal Warren Chambers, which includes but is not limited to; patents, trademarks, copyrights and formulas for the following items:
  - i. After the Game;
  - ii. Gentle Step;
  - iii. Adrenaline Green;
  - iv. Super Bump Relief;
  - v. Elements Cream; and
  - vi. All related products, contracts and agreements

The assets described in subparagraphs (a) through (c) above are herein sometimes referred to as the "Assets." These parties herein agree to take all necessary steps to change registration of the above items into the Purchaser's name. Schedule of Assets Exhibit "A."

1.2 Agreement To Purchase. At the Closing, the Purchaser shall purchase from the Seller, upon the terms and subject to the conditions of this Agreement and in reliance upon the representations and warranties of the Seller in this Agreement and the Exhibits hereto, the Assets To Be Acquired and, as consideration therefor, shall pay to the Seller as set forth in paragraph 2.1 the Purchase Price for the Assets.

## SECTION 2. PURCHASE PRICE: NO ASSUMPTION OF LIABILITIES

### 2.1 Purchase Price. REDACTED

2.2 No Assumption of Liabilities. The Purchaser is neither assuming nor agreeing to pay or discharge any of the liabilities and obligations of the Seller, and nothing in the Agreement or otherwise shall be construed to the contrary. All liabilities and obligations of the Seller, whether known or unknown, direct or contingent, in litigation or threatened or not yet asserted with respect to any aspect of the Business, are and shall remain the responsibility of the Seller. Without limiting the generality of the foregoing, the Seller shall remain specifically responsible for (a) any liabilities of the Seller with respect to any federal, state, local or foreign income, franchise or other tax imposed upon the Seller, (b) any obligation of the Seller for any employee grievance pending at the Closing Date, Outstanding Financial Obligations Exhibit "2" attached hereto (c) any obligation of the Seller arising out of the litigation described in Pending Litigation Exhibit "3" attached hereto and incorporated herein, (d) any obligation of the Seller for the adjustment or payment for returned or defective goods at any time shipped by the Seller, (e) any obligations for the trade accounts payable of the Seller owed on the Closing Date, and (f) any obligations for accrued salaries and vacation pay owed to employees of the Seller employed on the Closing Date who accept employment with the Purchaser. Further, in no event shall the Purchaser assume or incur any liability or obligation with respect to any income or other tax payable by the Seller incident to or arising as a consequence of the consummation by the Seller of this Agreement or any cost or expense incurred by the Seller incident to or arising as a consequence of such consummation of the negotiations in connection with this Agreement, including without limitation, any costs incident to the liquidation of the Seller.

## SECTION 3. THE CLOSING: TRANSFER PROCEDURES

3.1 Closing. The closing of the sale and purchase of the Assets (the "Closing") shall be held at 10:00 a.m., local time, on Tuesday 8 November 2011 (the "Closing Date") at 900 Rutter Ave, Forty Fort, Pennsylvania, or on such other date and at such other time or place as the parties may agree in writing.

3.2 Transfer of the Assets. At the Closing, the Seller shall deliver to the Purchaser such bills of sale, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form and substance reasonably satisfactory to the Purchaser's counsel, as shall be effective to

vest in the Purchaser all of the Seller's right, title and interest in and to the Assets.

### 3.3 Purchase Price. REDACTED

3.4 Release of Liens. At or prior to the Closing, the Seller shall deliver all necessary releases of liens and Uniform Commercial Code termination statements in forms reasonably acceptable to the Purchaser's counsel so that the Seller's title to the Assets is free and clear of all liens and encumbrances.

## SECTION 4. REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Purchaser, intending for the Purchaser to rely hereon, as follows:

4.1 Organization and Good Standing. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and is duly qualified and in good standing as a foreign corporation in each jurisdiction in which the nature of the Seller's Business or the ownership of the Assets requires such qualification.

4.2 Subsidiaries. The Seller owns no legal or beneficial interest in any corporation, partnership, joint venture or other legal entity other than the ownership of Elements Personal Care, LLC owned by Seller, which has been represented to Purchaser to be a shell entity with no assets or liabilities. Seller has further represented that said entity shall in no way compete with the new entity Purchaser.

4.3 Title to Properties. The Seller owns outright, and has good and marketable title to, all of the Assets free and clear of all liens, pledges, mortgages, security interests, conditional sales contracts or other encumbrances or conflicting claims of any nature whatsoever, all of which Seller shall remove at or prior to the Closing.

4.4 Tax Matters. The Seller has filed or caused to be filed all federal, state and local tax returns and reports of the Seller through the taxable year ended December 31, 2010 which are due and required to be filed and has paid or will cause to be paid all taxes due through December 31, 2011 and any assessment of taxes received, except taxes or assessments that are being contested in good faith and have been adequately reserved against.

### 4.5 Litigation.

(a) There is no dispute, claim, action, suit, proceeding, arbitration or governmental investigation, either administrative or judicial, pending, or to

the knowledge of the Seller threatened, against the Seller, the Business or the Assets; and

(b) The Seller is not in default with respect to any order, writ, injunction or decree of any court or governmental department, commission, board, bureau, agency or instrumentality, which involves the possibility of any judgment or liability which may result in any material adverse change in the financial condition of the Seller, the Business or the Assets.

4.6 Absence of Undisclosed Liabilities. The Seller has no liabilities or obligations accrued, absolute, contingent or otherwise, except as disclosed in this Agreement or the Exhibits hereto or as incurred, consistent with past business practice, in the normal and ordinary course of its business since 1 January 2007 and none of which is material and adverse.

4.7 Additional Information. Except as discussed elsewhere in this Agreement, the Seller neither owns, has in existence, has any rights or interest in or to, nor uses in the Business:

(a) any trademark, trade or fictitious name or registration or application therefor or any copyright, invention, letters patent or application for letters patent;

(b) any lease pursuant to which the Seller leases personal or real property to or from any person or entity;

(c) any agreement or other arrangement under which the Seller has agreed or is obligated to sell or supply products or perform any services at any time after the Closing Date with the exception of After the Game <sup>TM</sup>;

(d) any contract or commitment for the future purchase of, or payment for, raw materials, supplies or products; or

(e) any consulting, agency or representative contract to which the Seller is a party or is otherwise bound.

4.8 Compliance with Laws. The Seller has complied with and is not in default under, or in violation of, any law, ordinance, rule, regulation or order (including, without limitation, any environmental, safety, employee benefit, health or price or wage control law, ordinance, rule, regulation or order) applicable to its operations, business or properties as presently constituted which materially adversely affect or, so far as the Seller can now foresee, may in the future materially adversely affect, the Business or the Assets.

4.9 Authorization. The Seller has full corporate power and authority to enter

into this Agreement and consummate the transactions on its part contemplated hereby. The execution and delivery of this Agreement, and the sale, transfer and other actions contemplated hereby have been duly authorized by its Board of Directors and, if required, the shareholders of the Seller, which are the only corporate approvals required of the Seller. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein by the Seller constitutes a violation or breach of applicable law or of the Seller's Articles of Incorporation, Bylaws or any provision of any contract or instrument to which the Seller is a party or by which it is bound, or any order, writ, injunction, decree or judgment applicable to it, or constitute a default (or would but for the giving of notice or lapse of time or both, constitute a default) under any contract or instrument to which the Seller is a party or by which it is bound. This Agreement constitutes the legal, valid and binding obligation of the Seller enforceable in accordance with its terms except as enforceability may be limited by bankruptcy laws and general equitable principles.

4.10 Disclosure. No representation or warranty by the Seller in this Agreement or in any other exhibit, list, certificate or document delivered pursuant to this Agreement, contains or will contain at Closing any untrue statement of material fact or omits or will omit to state any material fact necessary to make any statement herein and therein not misleading.

## **SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser hereby represents and warrants to the Seller, intending for the Seller to rely hereon, as follows:

5.1 Organization and Good Standing. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

5.2 Authorization. The execution and delivery of this Agreement, and the purchase and other actions contemplated hereby, have been duly authorized by all requisite corporate action on the part of the Purchaser. The Purchaser has the corporate power and authority to consummate the transactions on its part contemplated hereby, none of which will constitute any violation or breach of its Articles of Incorporation or Bylaws. This Agreement constitutes the legal, valid and binding obligations of the Purchaser, enforceable in accordance with its terms except as enforceability may be limited by bankruptcy laws and general equitable principles.

## **SECTION 6. CONDUCT PENDING THE CLOSING**

The Seller hereby covenants and agrees that, pending the Closing and except as otherwise approved in advance in writing by the Purchaser:

6.1 Conduct of Business. The Seller shall carry on the Business diligently and substantially in the same manner as heretofore conducted and refrain from any action that would result in the breach of any of the representations, warranties or covenants of the Seller hereunder.

6.2 Access. The Purchaser and its authorized representatives shall have full access during normal business hours upon prior arrangement with the Seller to all properties, books, records, contracts and documents of the Seller, and the Seller shall furnish or cause to be furnished to the Purchaser and its authorized representatives all information with respect to the Assets and Business of the Seller as the Purchaser may reasonably request. In the event of the termination of this Agreement, all such information shall remain confidential and not be used by the Purchaser, its officers, directors, employees or agents, and all copies thereof shall be returned to the Seller.

6.3 Contracts and Commitments. The Seller shall not enter into any contract, commitment or transaction.

6.4 Sale of Capital Assets. The Seller will not sell or dispose of, or agree to sell or dispose of, any of the Assets.

6.5 Liabilities. The Seller will not, and will not agree to, create any indebtedness or any other fixed or contingent liability including, without limitation, liability as a guarantor or otherwise with respect to the obligations of others.

6.6 Authorization from Others. Prior to the Closing Date, the Seller shall have obtained all authorizations, waivers, consents and permits of others required to permit the consummation by the Seller of the transactions contemplated by this Agreement or to remove any breach or threatened breach of any representation, warranty or agreement of the Seller herein.

## **SECTION 7. CONDITIONS PRECEDENT TO THE PURCHASER'S OBLIGATIONS**

All obligations of the Purchaser under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions unless otherwise waived in writing by the Purchaser:

7.1 Representations and Warranties. The Seller's representations and warranties contained in this Agreement or in any list, certificate or document delivered pursuant to the provisions hereof shall be true at and as of the time of Closing.

7.2 Performance of Agreements. The Seller shall have performed and complied



with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

**7.3 Adverse Change.** There shall not have been a material adverse change, occurrence or casualty, financial or otherwise, in the Seller or to the Business or the Assets, whether covered by insurance or not.

**7.4 Closing Deliveries.** The Seller shall have delivered the documents and other items described in Section 3 hereof.

**7.5 No Litigation.** There shall not be any pending or, to the knowledge of the Seller, threatened action, proceeding or investigation by or before any court, arbitrator, governmental body or agency which shall seek to restrain, prohibit or invalidate the transactions contemplated hereby or which, if adversely determined, would result in a breach of a representation, warranty or covenant of either party herein.

**7.6 Response to Bulk Sales Notice.** No claim shall have been received by the Seller or the Purchaser, which causes the identification of creditors or amounts owed as shown on the Sworn List to be inaccurate or incomplete.

## **SECTION 8. CONDITIONS PRECEDENT TO THE SELLER'S OBLIGATIONS**

All obligations of the Seller under this Agreement are subject to the fulfillment, prior to or at the Closing, of the following conditions:

**8.1 Representations and Warranties.** The Purchaser's representations and warranties contained in this Agreement shall be true at and as of the time of Closing.

**8.2 Performance of Agreements.** The Purchaser shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

**8.3 Closing Deliveries.** The Purchaser shall have paid to the Seller the Purchase Price as described in paragraph 2.1 hereof.

**8.4 No Litigation.** There shall not be any pending or threatened action, proceeding or investigation by or before any court, arbitrator, governmental body or agency which shall seek to restrain, prohibit or invalidate the transactions contemplated hereby or which, if adversely determined, would result in a breach of a representation, warranty or covenant of either party herein.

## SECTION 9. FEES AND EXPENSES

REDACTED

REDACTED

REDACTED

s.

## SECTION 10. MISCELLANEOUS

10.1 Arbitration. If any dispute arises under or in connection with this Agreement or the performance or enforcement thereof, it shall be decided finally by three arbitrators in an arbitration proceeding conforming to the Rules of the American Arbitration Association applicable to commercial arbitration. The arbitrators shall be appointed as follows: one by the Seller, one by the Purchaser and the third by the said two arbitrators, or, if they cannot agree, then the third arbitrator shall be appointed by the American Arbitration Association. The third arbitrator shall be chairman of the panel and shall be impartial. The arbitration shall take place in Luzerne County, Pennsylvania. The decision of a majority of the Arbitrators shall be conclusively binding upon the parties, final and non-appealable, and such decision shall be enforceable as a judgment in any court of competent jurisdiction. Each party shall pay the fees and expenses of the arbitrator appointed by it, its counsel and its witnesses. The parties shall share equally the fees and expenses of the impartial arbitrator.

10.2 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania with

jurisdiction in Luzerne County, Pennsylvania.

10.3 Assignment. This Agreement shall not be assignable by either party without the prior written approval of the other party. To the extent assignable, this Agreement shall be binding upon, and inure to the benefit of, the Purchaser and its successors and assigns and the Seller and its successors and assigns.

10.4 Headings for Reference Only. The section and paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to modify or limit the provisions of this Agreement.

10.5 No Publicity. No press releases or public disclosures, either written or oral, of the transactions contemplated by or concluded under this Agreement, shall be made without the prior knowledge and written consent of the Purchaser.

10.6 Notices. Any notice, communication, demand or other writing (a "notice") required or permitted to be given, made or accepted by any party to this Agreement shall be given by personal delivery or by depositing the same in the United States mail, properly addressed, postage prepaid and registered or certified with return receipt requested. A notice given by personal delivery shall be effective upon delivery and a notice given by registered or certified mail shall be deemed effective on the second day after such deposit. For purposes of notice, the addresses of the parties shall be, until changed by a notice given in accordance herewith, as follows:

If to the Sellers:

Warren Chambers and Arthur Sumrall  
1445 Burgoyne Road  
Downingtown, PA 19355

If to the Purchaser:

UBU/Elements, Inc.  
c/o David Koral  
900 Rutter Ave  
Forty Fort, PA 18704

with a required copy to:

Harry W. Skene, Esq.  
900 Rutter Ave  
Forty Fort, PA 18704

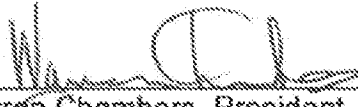
10.7 Further Assurances. At the request of the Seller or Purchaser from time to time,

the Parties will execute and deliver such further reasonable instruments and will take such other reasonable action more effectively to consummate the transactions contemplated by this Agreement and to put the Purchaser into ownership, possession and control of all the Assets to Be Acquired and to secure the Seller in these same assets to assure the payment in full of the obligation on the said assets. This includes but is not limited to necessary UCC filings.

10.8 Entire Agreement and Amendment. This document contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the duly authorized officers of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on the day and year first above written.

Elements Personal Care, Inc.

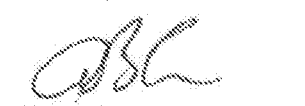
By:   
Warren Chambers, President

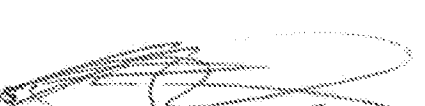

By:   
Arthur Sunrall, Shareholder

Witness:   
Name:   
OF: Seller/Buyer

UBU/Elements, Inc.

By:   
David Koral, Chairmen

By:   
Alan Blua, Vice President  
BLAU

Witness:   
Name:   
OF: Seller/Buyer